

	*DELIVERY DATES: Contract Line Items (CLINS) 001 - 003 SHALL BE DELIVERED NO EARLIER THAN 3/1/07 AND NO LATER THAN 3/29/07				
	<u>GROUP A – Items 001-012</u> Shall be awarded to only one <u>Manufacturer/Supplier</u> . Contractors offering differing items by differing Manufacturers/Suppliers <u>shall not be considered</u> . <u>Contractors shall submit a proposal for all items</u> . Failure to do so may deem proposal unresponsive and be cause for removal from consideration for contract award.				
001	SWITCHES, DISCONNECTING, for Empire Substation, vertical break, horizontally mounted, manual worm gear operated, designated WW1A, YW2B, and YW3A; 245-kV, three-pole, single-throw outdoor, 60 Hz, with structures, 5 year warranty, shall have key interlock with adjacent ground switches ZW3A, ZW1A, and ZW2A, respectively, Deliver FOB Destination Within Consignee's Premises OFFERING ON: _____ Switch Mfr Name: _____ Switch Model/Type: _____ Insulator Mfr & Model/Type: _____	3	EA	\$ _____	\$ _____
002	SWITCHES, DISCONNECTING, for Empire Substation, vertical break, horizontally mounted, manual worm gear operated, designated YW1A-ZW1A, YW2A-ZW2A, and YW3B-ZW3A, 245-kV, three-pole, single-throw, outdoor, 60 Hz, with structures, 5 year warranty, similar to Item 001, except shall have manual worm gear operated three-pole grounding switches and mechanical interlocks, Deliver FOB Destination Within Consignee's Premises	4	EA	\$ _____	\$ _____
003	SPARE INSULATORS, for the above 245-kV switches, per attached specifications. Deliver FOB Destination Within Consignee's Premises Insulator Mfr & Model/Type(s): _____	6	EA	\$ _____	\$ _____
004	SEISMIC REPORT, for the above 245-kV switches, as specified in Paragraph 2.u, deliver according to the schedule, quantities and distribution of copies as specified in Table B.	1	EA	\$ _____	\$ _____
	Total of CLINS 001-004 NOTE(S): 1. Only one contract award may be made from this solicitation. 2. The Contractor shall furnish - as part of the proposal - two sets of the following drawings and data for the specific equipment in order for the proposal to be considered complete. Electronic submittals are acceptable. Electronic document format shall be Microsoft Word “doc”, Acrobat “pdf”, AutoCAD “dwg” or “dxf”, and/or “TIF”. This documentation is required to verify compliance with respect to the specifications. Such documentation				\$ _____

shall be clearly annotated to indicate the specific equipment proposed.

- Catalog data sheets, including detailed ratings and dimensions,
- Other data as needed to confirm compliance with the technical requirements,
- Warranty terms and conditions
- Seismic qualifications for the 245-kV switches and support structures

3. The Government may retain (hold back) 20-percent of the applicable line item dollar value until all the final drawings and data. (See Clause LH.0000-0040 – Retainage/Holdback for Undelivered Data)

4. Delivery Location: Empire Substation is located within zip code 82531.

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (SEP 2005), by reference (see SF 1449 block 27a)

Any addendum to 52.212-4:

Paragraph (O) Warranty - The Contractor shall provide a 5-year warranty.

952.202-1 DEFINITIONS

(a) As prescribed in 902.200, insert the clause at FAR 52.202-1 in all contracts. The contracting officer shall substitute the following for paragraph (a) of the clause.

(a) *Head of Agency* means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.

(b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.

(h) The term *DOE* means the Department of Energy, *FERC* means the Federal Energy Regulatory Commission, and *NNSA* means the National Nuclear Security Administration.

(i) The term *Senior Procurement Executive* means, for DOE:

Department of Energy - Director, Office of Procurement and Assistance Management, DOE;

National Nuclear Security Administration - Administrator for Nuclear Security, NNSA; and

Federal Energy Regulatory Commission - Chairman, FERC.

52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) *Alternate I (Oct 1995).*

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment."--

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) "Central Contractor Registration (CCR)."

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of

assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(2) 5.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____ XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)

____ XX (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ XX (ii) Alternate I (Oct 1995) of 52.219-6.

____ (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

____ (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ XX (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

____ (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10)

____ (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (12) 52.219-26, Small Disadvantaged Business Participation Program-

Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor-Cooperation with Authorities and

Remedies

(Jan 2006) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21) 52.222-39, Notification of Employee Rights Concerning Payment

of

Union Dues or Fees (DEC 2004) (E.O. 13201).

(22)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

XX (23) 52.225-1, Buy American Act-Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286) and 109-53.

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being

incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- _____ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 150 days after award. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) "Definition." "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)

(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time--

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (1)(1) or (1)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

(1)

(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

LH.0000-0040 RETAINAGE/HOLDBACK FOR UNDELIVERED DATA, INFORMATION, OR DOCUMENTS

(WAPA 03/04)

To ensure efficient and timely contract administration, the Government may retain/holdback money from progress payments for late deliverables to promote the punctual delivery of data, information, and documents. The retainage/ holdback for a particular deliverable will be released on the first progress payment following the Government's receipt of an acceptable version of that deliverable. The Government may retain/holdback 20 percent of the applicable line item dollar amount or, if a specific line item is not applicable, 20 percent of a progress payment(s) until such time that acceptable final drawings, as-built, operation and maintenance manuals, and any other required data or information (such as but not limited to, responses to request for proposals, responses to unilateral modifications, breakdown of contract prices, delivery of required revisions to the construction program) is received.

LG.0000-0010 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND ALTERNATE COR (WAPA 1/96)

The following duties have been assigned to Max Morse who is appointed COR, and to Gary Bates who is appointed Alternate COR. The COR and Alternate COR shall prepare memorandums for record (MFR) of all meetings, trips, and telephone conversations relating to this contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. The COR and Alternate COR duties are as follows:

(a) Monitor technical compliance. Ensure that the contractor complies with all technical requirements of the work as defined in the scope of work and specifications including the submission of reports, data, documentation, etc. In this connection:

(1) Inform the CO, in writing, of any performance failure by the contractor.

(2) Inform the CO if it is evident the contract will not be completed according to schedule.

(3) Ensure that the Government meets its contract obligations to the contractor. This includes, but is not limited to, Government- furnished equipment and services called for in the contract, and timely Government comment on or approval of contract deliverables as may be required by the contract.

(4) Inform the CO, in writing, of any needed changes in the narrative scope of work as contained in the contract, either those initiated by the COR, the Alternate COR, or the contractor. Proposed revisions to the scope of work which result in monetary changes to the contract must be accompanied by a procurement request. Contract changes which do not involve funds may be requested by memorandum to the CO.

(5) Issue technical directions.

(b) Monitor administrative tasks and fund expenditures. (If support service contract).

(1) Notify the CO and the appropriate budget personnel immediately of any indication that the cost to the Government for completing performance under the contract will exceed the amount stated in the contract, or of any indication that costs are being incurred which are not appropriately chargeable to the contract.

(2) Review and concur on payment vouchers regarding the percent of technical completion for items or services accepted under the contract (in accordance with contract provisions or local procedures, as appropriate).

(3) Review and concur with the final payment voucher; i.e., the items or services accepted under the contract in accordance with contract provisions or local procedures, as appropriate.

(4) Notify the CO immediately of the contractor's failure (1) to provide or deliver any required supplies, equipment, or services (including submission of plans or drawings) or (2) to make progress on construction contracts consistent with agreed upon progress schedules.

(5) Review contractor requests for training and travel and approve or disapprove, as appropriate. Monitor travel and training expenses submitted by the contractor.

(c) Monitor property management (If Applicable).

(1) As requested by the CO, review and comment on the contractor's request for Government-furnished facilities, supplies, materials, and equipment and forward the request to the CO for disposition.

(2) As requested by the CO, review and comment on the contractor's request for consent to purchase of supplies, materials, and equipment and forward the request to the CO for disposition.

(d) Resolve technical differences. Assist the contractor in interpreting technical requirements of the contract's scope of work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations or changes to the contract scope, or the incurrence of unresolvable differences should be reported in writing to the CO. The report should contain the facts and recommendations.

(e) Assist in the closeout of the contract. Upon completion of the work, forward to the CO a written statement attesting to the contractor's completion of technical performance under the contract, delivery and acceptance of all goods and services for which inspection and acceptance are herein delegated, and a statement as to the contractor's performance of the contract.

(f) In the performance of their duties, the COR and the Alternate COR are NOT authorized to:

(1) Negotiate terms or make any agreements or commitments with the contractor which modify the contract provisions or the scope of work.

(2) Direct, redirect, or assign work outside the scope of work or take any action which would constitute a change as defined in the "changes" clause.

(3) Cause an increase or decrease in the total contract price, estimated cost, the fixed fee (if any), or the time required for contract performance.

(4) Interfere with the contractor's right to perform under the terms and conditions of the contract.

(g) The authority and responsibilities as a COR or an Alternate COR are individually delegated and may not be redelegated. If the COR or Alternate COR are absent or otherwise not available and technical direction is required to be issued to the contractor, the only other person who is authorized to issue such direction is the CO. No person other than the CO is authorized to sign a technical direction letter "for" the COR, nor can anyone acting in the official duty position assume COR authority.

LH.0000-0071 ELECTRONIC SUBMISSION OF DOCUMENTS VIA THE DOE IIPS SYSTEM (WAPA, 11/2002)

The following requirements apply if proposals or other documents are submitted electronically via the Dept of Energy's 'Industry Interactive Procurement System' (IIPS) or by other electronic means (e.g., electronic files on a CD-ROM):

(a) The terms and conditions contained in the 'Notice of Disclaimer' on the DOE IIPS system (agreed to when vendors register to use the IIPS system) are hereby incorporated into this solicitation/award document.

(b) Required file formats: All electronic files must be submitted in one or more of the following Microsoft Office 97 (or newer) for Windows file formats (e.g., .doc, .xls, .mdb, .ppt); portable document format (.pdf); or in the following graphic file formats (.gif or .jpg). Use whichever format is most appropriate for the type of document involved. Engineering drawings, if any, must be in AutoCAD, PDF, or in one of the acceptable graphic file formats. NOTE: if there are an inordinately large number of drawings, or if the file sizes are prohibitively large for efficient electronic transmission, contact the Contracting Officer before the proposal due date for further instructions.

(c) Offerors are responsible for ensuring their electronically submitted files are free from viruses and are in the prescribed, readable file format. To avoid making unintentional changes to any offeror's proposal, Western will not translate files submitted in incorrect file formats.

(d) For purposes of determining the timeliness of proposal submissions, the date/time stamp (DTS) assigned by the IIPS system will be used, unless otherwise specified in the solicitation. The default IIPS DTS is Eastern Time, so proposal due dates

expressed in other time zones will be converted to Eastern Time to make the timeliness determination.

(e) Electronic signatures: submission of proposals via DOE's IIPS system will constitute 'signed' copies of the required documents. The name of the authorized, responsible company official who would normally sign that document shall be entered on the signature line. In addition, the Contracting Officer may require, at his or her discretion, a signed, paper copy of each original signature page to be submitted via US Mail or by facsimile.

(f) Updates or changes to proposals or other documents originally submitted via the IIPS system must also be submitted via IIPS. In the event that a conflict or discrepancy is discovered between a paper copy of a vendor or Government document, the copy as posted on the IIPS system shall be considered the official, 'controlling' version of the document.

(g) Offerors must use discrete file names (and descriptions, where applicable) for all files uploaded to the IIPS system.

(h) Offerors agree to, and certify, that they have not made any changes to Government-originated files/documents - other than for expected signatures or fill-ins - that must be returned to the Government (e.g., Representations and Certifications). Any questions or concerns about any Government documents must be communicated directly to the Contracting Officer.

LH.0000-0078 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006) (WAPA, FEB 2006)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

LH.0000-0079 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (WAPA 3/2004)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**Technical Specification
Disconnect Switches
for
Empire Substation**

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

1. **GENERAL:** The disconnect and ground switches shall be in accordance with these specifications, NEMA SG6 - Power Switching Equipment, and ANSI/IEEE C37, except as specifically required herein. Only new equipment of current manufacture shall be furnished. The equipment shall be outdoor type disconnecting and grounding switches that are three-pole, single-throw, group-operated, rotating insulator type. Each switch shall be complete with all accessories and fittings required to place the unit into operation.
2. **RATINGS AND FEATURES:**
 - a. **Ratings:** The switches shall be rated as specified in Table A below:

TABLE A

Item Number (Designations)	001 WW1A YW2B YW3A	002 YW1A-ZW1A YW2A-ZW2A YW3B-ZW3A
Key Interlocks (key removable only when disconnect switch is in open position)	Yes WW1A w/ZW3A YW2B w/ZW1A YW3A w/ZW2A	Yes ZW1A w/YW2B ZW2A w/YW3A ZW3A w/WW1A
Grounding Blades – clip/jaw end	No	Yes (ZW1A, ZW2A, ZW4A)
Standard Arcing Horns	Yes – manufacturer’s “standard”	
Switch Terminal Height above concrete foundation (feet-inches)	20 – 0, plus/minus 6-inches	
Switch Operator (Type)	Manual Worm-Gear Operator	
Switch Break (Type)	Vertical	
Mounting Position	Horizontal	
Nominal System Continuous Voltage	245 kV	
Maximum RMS Voltage (wet 10 seconds)	385 kV	
Maximum RMS Voltage (dry 1 minute)	465 kV	
Basic Impulse Insulation Level	900 kV	
Continuous Current Rating	2000 Amps	
Momentary Current Rating (asymmetrical)	100 kA	
Short-time Withstand Current Rating (symmetrical)[ANSI C37.32-2002, Table 3]	63 kA	
Peak Withstand Current Rating [ANSI C37.32-2002, Table 3]	164 kA	
Phase Spacing (feet-inches)	11 – 0	
Insulator Technical Reference No.	304 (or stronger, as determined by manufacturer to meet seismic requirements)	
Auxiliary Switch	No	
Ambient Temperature Minimum degrees C Ave. Maximum for 24 hours Maximum degrees C	minus 20°C plus 40°C plus 55°C	
Ice Breaking Rating	3/4 inch (19 mm) clear ice	
Seismic Qualification Level	Moderate	
Unusual Ambient Conditions	Airborne dust and sand	
Installed Elevation	1200 feet ASL	

- b. **Switching Duty:** As per ANSI/IEEE C37.30.

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

c. Switch Pole Construction: Switches shall be suitable for the specified ratings.

- (1) Contacts: Main blade switch contacts shall be self-aligning, self-wiping, high pressure contacts. Fixed contacts shall be of the reverse current loop shape that eliminates contact burning under fault conditions. The current-carrying path shall not be through any spring. If the current path is through a moving pin, means shall be provided to maintain continuous positive contact pressure on the pin. The shape and material used for contacts shall be such that there will be no galling of contact metals when switch is subjected to 1,000 open plus 1,000 close operations.
- (2) Main Switch and Grounding Blades: The blades shall be of hard-drawn copper or aluminum alloy for carrying the specified continuous and short-time currents. If the blades are attached to castings, the blades and castings shall be connected by a bolted clamp. A press fit between blade and casting is not acceptable. Main blades of switches shall be counterbalanced to prevent them from falling closed from any position. If spiral springs are used on the hinge end of switch for counterbalancing, the housing shall be designed so that ice cannot build up on the spring(s) to impair switch operation. Pressed-fit joints shall not be subjected to spring pressure during any part of a switch operation.

The movement of all grounding blades shall be in a plane parallel to the main blades. When in the open position, the tip of the blades shall not extend beyond the base of the switch in a direction parallel to the main blades. The ground switch shall ground the clip end of the disconnect switch.

- (3) Hinge-End and Clip-End Assemblies: Pole unit castings shall be of bronze or aluminum alloy. Bearings in the hinge-end operating levers shall be of the ball, roller, Oiltite®-sleeve, plastic, or ball-and-socket type. Bearings shall be firmly fixed in place and shall not require replacement or maintenance before performing at least 1,000 operations, in ambient conditions specified in Table A above. The rotating arm and the hinge assembly of the disconnect switch shall be insulated from the current carrying blade such that no current passes through either at the rated capacity of the switch.
- (4) Stops:

Stops shall be provided in the clips-ends of vertical-break switches, and the switch adjustments shall provide for blades to rest against the stops in the closed positions.

Each switch shall be equipped with adjustable stops for the open and closed positions. The closing stops shall position each blade such that maximum contact pressure will be achieved between the moving and the fixed contacts. When a horizontally mounted switch is in the fully closed position, the hinge-end and clip-end contacts on each side of the main blades shall be horizontal within plus or minus 5 degrees for vertical-break switches.

With the closing stops adjusted for proper closed position of each blade, the three blades of each switch, when fully open, shall conform in position within 5 degrees of the manufacturer's specified open position.

Stops shall also be provided at bell cranks, independent of/in addition to stops provided at the motor or worm gear operating mechanism

The stop adjustment method shall include means to prevent unintentional change in the adjustment, such as by jam nuts and/or piercing set screws.

- (5) Rotating Insulator Bearings: Bearings for the rotating insulator stacks shall be of the tapered-

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

roller or double-ball type. If of the latter type, the bearings shall be of the combination radial and thrust type. Bearings shall be provided with a readily adjustable take-up adjustment.

- (6) Bases: The bases of switches shall be of metal members of sufficient stiffness to prevent excessive deflection when mounted and operated on supporting structures. Lattice-girder-type bases will not be permitted. Steel material required for the bases shall be galvanized.
 - (7) Bearings: Ball or roller bearings shall be the sealed, permanently lubricated type or of the type that does not require lubrication, with stainless steel balls or rollers and races.
 - (8) Assembly: Each pole of each switch shall be completely assembled, adjusted, and bolted to their switch base, less insulators, at the factory prior to shipment.
 - (9) Steel bolts, nuts, washers, and locknuts exposed to outdoor weather, shall be galvanized in accordance with ASTM A 153, 1995, or may be stainless steel material. The Contractor shall furnish all necessary bolts, nuts, and washers to complete the erection.
- d. Operating Mechanisms - Manual Worm Gear Operated Switches: Operating mechanisms shall effect a smooth, thoroughly controlled movement throughout the entire opening and closing cycles and all rods, shafts, pipe linkages, connectors, operating levers, supports, and fittings shall show no noticeable deflection. Cable connections in lieu of rigid interphase rods are not acceptable. Means shall be provided on each switch for taking up loose motion in each part of the mechanism and for adjusting the travel of each blade independently. U-bolts and U-bolt type clamps will not be acceptable for final adjustment. The design of the mechanism shall be such that the main blades are positively toggled when in the fully open or fully closed position. The outboard or offset bearing of each mechanism shall include: a cast-metal or fabricated steel housing and crank arm, a steel shaft, and either ball or roller bearing.

The length of lever-type operating handles, when furnished, shall not exceed 3 feet 0 inch. The force required to operate any manual mechanism shall not exceed 50 pounds. Manually operated main blades, including those using gear mechanisms, shall be capable of being opened and closed under icing conditions when specified, and this capability shall be demonstrated by the ice tests specified in paragraph n(1)(c). If auxiliary swing handles are required to perform as required under the ice tests, one such handle shall be furnished with each switch. The auxiliary handle shall be readily attachable and detachable and the gearbox disengaged by a method other than removal of driven pins or set screws when the switch is operate by the ice breaking handle. The attachment point of operating handles to control rod or pipe and of cranks to operating mechanisms shall be at 42 inches above the bottom of the base-supporting structure, as shown on drawing 31 1075.

The location of the worm gear operators for the switches shall be located on the “outside” end of the switch support structure as follows, looking at/from the hinged end of the switches:

Item 001 :

WW1A. on the (left or right**) side of the support structure column

YW2B. on the (left or right**) side of the support structure column

YW3A. on the (left or right**) side of the support structure column

Item 003:

YW1A-ZW1A. . . . on the (left or right**) side of the support structure column

YW2A-ZW2A. . . . on the (left or right**) side of the support structure column

YW3B-ZW3A. . . . on the (left or right**) side of the support structure column

** The required location (left or right) of the worm gear operators has not been determined as yet. This information will be provided after contract award.

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

- (1) Mechanical interlocks: A mechanical interlock shall be provided for the disconnecting switches equipped with grounding switches so the main blades and grounding blades mounted on the same switch base cannot be closed at the same time. The mechanical interlock shall be of the type that is automatically positioned by the relative positions of the operating mechanisms.
- (2) Stops: Each switch shall be equipped with adjustable stops for the open and closed positions. The closing stops shall position each blade such that maximum contact pressure will be achieved between the moving and the fixed contacts. When the switch is in the fully closed position, the hinge-end and clip-end contacts on each side of the main blades shall be horizontal within plus or minus 5 degrees for vertical-break switches.

If stops are required on each pole to meet this limitation, individual, adjustable stops shall be furnished. With the closing stops adjusted for proper closed position of each blade, the three blades of each switch, when fully open, shall conform in position within 5 degrees of the manufacturer's specified open position.

The stop adjustment method shall include means to prevent unintentional change in the adjustment, such as by jam nuts and/or piercing set screws with locking jam nuts.

- (3) Indicators: Embossed or stamped-metal indicators shall be provided on each vertical operating rod showing when the switch is open or closed. The indicators shall be approximately 7-1/2 inches high and 1-1/2 inches wide, the "closed" indicator painted red and the "open" indicator painted green. The indicators shall be mounted at normal eye level and positioned so that the appropriate indicator directly faces the operator when the operator is in a normal position for operating the switch. If an auxiliary ice breaking handle is furnished, the open-close indicator shall be located above the disconnecting coupling in the vertical operating rod. Indication of the disconnecting switch position shall be readily visible from the ground, and means shall be furnished to prevent false indication if the blade fails to complete the opening or closing operation.
 - (4) Locking: Provisions shall be included for locking the switch in either the open or closed position.
- e. Supplemental Steel Members: The Contractor shall furnish supplemental steel members required to secure the switch-operating mechanism to the switch support structure.
 - f. Galvanizing: Exposed steel material required for the operating mechanisms and supplemental steel members required to secure the mechanisms to the support structures shall be galvanized according to ASTM A 123.
 - g. Operating Mechanism Bonding: A copper braid shall be furnished for bonding each switch operating shaft, handle, and mechanism to the switch contractor-furnished switch support structure according to paragraph 17.2 of IEEE Standard 80-2000 "IEEE Guide for Safety in AC Substation Grounding" and as shown on attached Western Area Power Administration drawing 31 1075 "Substation Standards - Switch Operating and Equipment Platforms - Electrical Design and Details". Copper braid shall have sufficient cross-sectional area to safely conduct the rated short-time withstand current of the switch. Refer also to paragraph 2.p below regarding structure grounding.
 - h. Key interlocks: Key interlocks, when specified, shall be located on vertical operating rods above disconnecting couplings for any icebreaking handles and arranged so that the grounding blades on one switch and the main blades on a separately mounted switch cannot be closed at the same time. Key shall be removable only when the associated switch is in the open position. The keying for the switch key interlocks shall be different for each of the three interlock groupings listed in Table A above.
 - i. Insulators: All insulators shall be gray in color and in accordance with ANSI Standards C29 and/or

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

NEMA publication No. HV1 for high-voltage insulators.

- j. Porcelains: All porcelains shall be wet process, homogeneous, and free from cavities or other flaws. The glazing shall be uniform in color and free from blisters, burns, and other defects. The color of the porcelains shall be gray. Porcelain parts of each insulating column rated 450-kV BIL and above may be constructed of one piece or of multiple parts, provided the multiple parts are assembled by one of the following methods:
 - (1) By flanged segments.
 - (2) By placing suitable firing material in the joints between segments and the entire porcelain part fired in one piece.
 - (3) By securely holding the parts together with a clamp device through the centerline of the bushing. The joint must be at right angles to the longitudinal centerline of the bushing if this method is used.
 - (4) By cementing or bonding the joints. If the Contractor proposes to use this method, the Contractor shall submit for approval: a complete description of the process and material used; bending test and dielectric test results on a completed joint; and results of aging tests on the joint showing mechanical strength and electrical strength.
- k. Terminal Connector Pads: The switches shall be furnished with NEMA Standard CC-1-1993, 4-hole terminal pads.
- l. Conduit and Conduit Fittings: Conduit and conduit fittings shall conform to NFPA 70 (NEC) and applicable UL and NEMA standards. Flexible conduit shall be liquid tight and sunlight resistant.
- m. Spare Insulators: Spare insulators shall be furnished as listed in the Schedule.
- n. Tests: Tests listed below shall be performed at the factory or other facilities available to the manufacturer.
 - (1) Design Tests: The basic design of the switch furnished shall have met the requirement of this Subdivision in tests previously performed, or the Contractor shall perform the tests specified in this Subdivision for the switch. If identical switches have been previously tested as below, the Contractor may omit tests and furnish certified copies of reports of results of such previous tests. Design tests on switches identical to those being furnished under these specifications will be accepted. Ice testing will also be accepted on a higher-voltage-rated switch, provided the switch tested is the same in all the following respects as the switch being furnished:

Clip and hinge end mechanism
Blade material and cross section

 - (a) Mechanical Design Life Test: The basic mechanical design of the switch and operating mechanism being furnished shall be proved by not less than 1,000 close-open operations at the factory, at recommended contact speeds. These operations shall be performed on a completely assembled 3-pole switch with recommended spring and contact adjustments. Certified test reports shall be furnished which shall certify that the operations were accomplished without failure of any component part and without mechanical difficulties. At the successful completion of this design test, the switch shall be capable of being brought within optimum mechanical adjustment and shall be in satisfactory mechanical condition without replacement of component parts. These tests shall be performed on an identical separate test switch for which certified test reports will be acceptable. Such tests

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shall not be performed on an actual switch to be furnished to the Government under this or any other contract.

- (b) Temperature Rise Test: Temperature rise test in accordance with IEEE C37.34-1994, section 6. The temperature rise test report shall include a diagram indicating the points on the switch where the temperatures are determined and the composition of the switch material, including type of plating on contact surfaces at these points.
- (c) Ice Test: Ice testing in accordance with IEEE C37.34-1994, section 10. The test on these single-pole mechanisms shall be a single-pole test and shall be performed on a complete assembled single-pole. The switch under test shall be mounted horizontally upright. Interphase connections and connections between the group-operated switch and manual handle or power unit may be shortened to suit conditions. A switch equipped with stacked insulators may be tested with only one unit per stack except switches with ground blades shall be tested with full stacks. The switch shall be tested with the same type operating mechanism and with the use of the same type handle, gear, power unit, etc. as furnished under the contract. Hammering on the blades, operating mechanism, or pipe is not permitted during any part of this test.

(2) Production Tests: The switches shall be subjected to and pass the manufacturer's standard production tests.

- o. Support Structures: Steel support structures shall be supplied by the switch manufacturer, as stated in the Schedule. Refer also to the Seismic Requirements. Supporting structures shall be furnished as required to provide a minimum height of 8'-6" for the support structure and as required for the switch terminal heights specified in Table A. Steel supporting structures shall be galvanized according to the most current version of ASTM A 123. All three poles of a switch shall mount on a common support structure. The 245-kV switch support structures (a.k.a., "stands") shall be a four legged/column cross-braced frame structure.

Embedded anchor bolts will be furnished by the Customer's installation contractor, but the required number, size, location, and material strength shall be established by the switch manufacturer in the seismic report. Refer to paragraph 2.r for the seismic report submittal requirements and paragraph 3.c - Informational and Installation Drawings and Data.

- p. Support Structure Grounding: Prior to galvanizing, grounding pads shall be provided 2 feet above the top of the base plate on all tubular columns of the support structures. Two holes shall be drilled and tapped in the pads for 1/2-inch diameter bolts (13-UNC threading). The holes shall be spaced 1.75-inches center to center and vertically aligned in the center of the plates (NEMA spacing). Each grounding pad shall be provided with a clamp-type terminal connector suitable for No. 4/0 through 500 kcmil cable. Grounding pads shall be in accordance with NEMA CC1.

Ground cable support clamps which are suitable for No. 4/0 through 500 kcmil cable and spaced every 5 feet shall be provided for the grounding switches. The holes for the cable support clamps shall be drilled prior to galvanizing.

Refer to drawings 31 1077 - "Substation Standards - Ground Cable on Tubular Steel Structures", 31 1500 - "Substation Standards - Grounding Plans - Typical Components", and 31 1075 "Substation Standards - Switch Operating and Equipment Platforms - Electrical Design and Details".

- q. Wind Requirements: The disconnect switches shall be designed to meet or exceed the wind loads specified in ASCE-7-1998, using an importance factor of 1.15, Exposure C, and a minimum basic wind speed of 90 miles per hour.

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- r. Seismic Requirement for the 245-kV disconnect switches: Qualify the 245-kV disconnect switches and associated support structures to the moderate seismic qualification level of IEEE Standard 693-2005. If the equipment has been previously qualified, provide the qualification as part of the bid/proposal. If a new or modified seismic qualification is required, provide the qualification report according to Table B in Paragraph 3. The qualification shall include the following:
- The shake table test report (245-kV switches and supports)
 - Identify all components of the equipment that are not identical to the tested equipment. Provide analysis and discussion why the equipment meets IEEE 693-1997 load, strength, and operational requirements with the differing components.

Previous qualifications will be reviewed for acceptability as part of the evaluation of the Offeror's bid/proposal. If the equipment has not been previously qualified, provide copies of the seismic report in accordance with IEEE Std. 693-2005. Submit to the addresses shown in paragraph 3.g. below, as stated in Table B below.

The seismic identification plate shall be provided according to IEEE 693-2005.

3. DRAWINGS AND DATA TO BE FURNISHED BY THE CONTRACTOR:

- a. Proposal/Offer Documentation: The Contractor shall furnish two sets of the following drawings and data for the specific equipment in order for the Contractor's proposal/offer to be considered complete. Electronic submittals are acceptable. Electronic document format shall be Microsoft Word "doc", Acrobat "pdf", AutoCAD "dwg" or "dxf", and/or "TIF". This documentation is required to verify compliance with respect to the specifications. Such documentation shall be clearly annotated to indicate the specific equipment proposed.
- Catalog data sheets, including detailed ratings and dimensions,
 - Other data as needed to confirm compliance with the technical requirements,
 - Warranty terms and conditions
 - Seismic qualifications for the 245-kV switches and support structures
- b. Post-Award Drawings and Data: All drawings and technical data required to be furnished by the Contractor shall be in English. Units of measurement shall be in the United States Customary System of units (feet, inches, pounds, cubic feet, cubic inches).

The drawings and data shall be complete and accurate in their content. Originals and all copies shall be legible. Drawings shall be prepared using drafting equipment, shall be drawn to scale, and shall have neat lettering. Freehand sketches will not be accepted. The Government will require 20 calendar days to answer correspondence and review each submittal of data or drawings. Original drawings prepared under this contract will remain the property of the Contractor. When revised drawings are resubmitted, the changes from the previous submittals shall be clearly identified on the drawings. The drawings shall not exceed 22 inches in height x 34 inches in width.

The Government shall have the right to require the Contractor, at no additional cost, to make any changes in the equipment design which may be necessary to make the Contractor-furnished equipment conform to the requirements of this contract. The design and coordination of this electrical equipment shall be the responsibility of the Contractor, and the Government assumes no responsibility to approve or review drawings and data that are submitted. Review by the Government of the Contractor's drawings shall not relieve the Contractor of any part of the responsibility to meet all of the requirements of these specifications or for the correctness of the drawings. Revised drawings shall show revision dates, and all changes and revisions shall be circled on the drawing.

Information, Installation, and Final drawings will be submitted in both electronic (AutoCad version 14.0 preferred) and in printed format.

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

The following Table B summarizes the post-award drawings and data required for this electrical equipment:

TABLE B – DRAWINGS AND DATA SCHEDULE

Type of Drawings and Data	Para – graph	Delivery Time	Type of Material	Quantity to <u>each</u> address in Paragraph (g) below	Quantity to accompany <u>each</u> disconnect switch
Seismic Report - Items 001-003 and 007-009	2.r, 3.c	Previous qualifications - as part of the Offeror's Bid/Proposal. Otherwise, within 45 calendar days after contract award	Seismic report, data	2 to Lakewood 1 to Phoenix	0
Information and installation drawings and data	3d.	Within 45 calendar days after contract award date	Blackline prints and electronic media	2 prints, one CD/diskette	0
Final drawings	3e(1)	21 days prior to shipment	Bond drawing prints and electronic media	2 prints, one CD/diskette	1
Parts identification lists or bills of materials	3e(2)	21 days prior to shipment	Lists	2	1
Manufacturer's operation and maintenance instructions	3e(3)	21 days prior to shipment	Books	2 books	1 book
Spare insulator and spare parts list (s)	3e(4)	21 days prior to shipment	Lists	2	1
Recommended replaceable parts list	3e(5)	21 days prior to shipment	Lists	2	1
Equipment test reports	3e(6)	Prior to shipment of equipment	Certified data	2	1

- c. Seismic Report: Seismic reports are required for the moderate and high seismic qualification levels. Provide seismic reports in accordance with IEEE Std. 693-2005. Refer also to paragraph 2.r. Submit copies for each qualification to the addresses shown in paragraph 3.g. below, as stated in Table B above.

After receipt of the seismic report, Western will design the reinforced concrete foundations complete with the anchor bolts. Any changes (after receipt of the seismic report) that impact design and construction of the foundation will be paid by the Contractor.

- d. Informational and Installation Drawings and Data: The Contractor shall furnish the following data for information and for the purpose of enabling others to proceed with design of the installation: The dimensions and data shall be firm and not subject to change. Typical drawings are not acceptable. The drawings and data shall specifically verify conformance with equipment requirements and shall be

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

sufficiently complete to allow preparation of final design and installation drawings. Any costs from changes impacting design and construction will be passed on to the Contractor. The required quantity, delivery time, and type of materials are listed in Table B. The submittal shall be identified by substation name and the contract number. These drawings and data are required for the electrical and installation design being performed by others. The drawings shall be identified with the bid item number and item equipment designations.

- (1) Equipment and associated support structure outlines, dimensions, and weights.
 - (2) Base type, dimensions, and mounting details.
 - (3) Location, types, sizes, quantity, and projections of required embedded anchor bolts per switch to be furnished by the Customer in accordance with paragraph 2.j.
 - (4) Overall equipment cabinet dimensions, including height above equipment base.
 - (5) Nameplate drawing(s) for the disconnecting switches. The switch nameplates (and drawings thereof) shall show/include:
 - elevation rating,
 - seismic qualification
 - ambient temperature range of the switch
 - maximum design voltage
 - short-time current withstand, per C37.32-2002
 - peak current withstand rating, per C37.32-2002
 - (6) Design/type test reports
- e. Final Drawings And Data: At least 21 days before the date the Contractor begins to ship any equipment, furnish to the Government the drawings and data required in the following subparagraphs
- (1) Final Drawings: Final drawings shall be furnished rolled or flat, not folded. Drawings shall be printed on quality bond paper; be full-size, and be clear, sharp, and legible. The drawings shall show all changes, and revision dates therefore, made up to the time the drawings and data are furnished.

Final drawings shall be furnished for the informational and review drawings and for the outlines and assembly of the disconnecting switch
 - (2) Sets of parts identification lists or bills of materials for the equipment above. Each part shall be assigned an identifying number which can be used for ordering replacements and a reference number that locates the part on the appropriate outline drawing. A copy of the identification or bills of materials shall accompany each shipment of material to the switching station. The identification list or bills of materials shall identify which material is included in each shipment of material to the switching station.
 - (3) Sets of manufacturer's instruction books or pamphlets covering installation, operation, and maintenance repair for the electrical equipment above and for each device appurtenant to the equipment. A print of each final drawing required in paragraph e(1) above shall be included in the instruction book.
 - (4) Spare insulator listing for the spare insulators required in paragraph 2.n above. This listing should include part description, part order number, catalog number, technical reference number, and reference to equipment drawings.

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

- (5) Recommended replaceable parts list shall be furnished by the Contractor to indicate the spare parts (and associated costs) that the manufacturer recommends for each disconnecting switch. These parts shall be available and the prices shall be valid for a time period of 2 years after delivery of the switches
 - (6) Production and Design Test reports required for the electrical equipment shall be furnished prior to shipment of the equipment. The Contractor shall furnish certified copies of all production test reports, performance curves, data, etc. Any equipment that does not successfully pass the testing requirements will be rejected. The reports shall be sent to the destination listed in paragraph 3.g below.
 - (7) The Contractor shall provide Material Safety Data Sheets (MSDS) for each paint, oil, epoxy, insulating medium, curing compound, and other hazardous materials.
- f. Right to Use Contractor's Drawings: The Government expressly reserves the right to use, to reproduce in whole or in part, to distribute, and to reuse any and all such drawings, whether copyrighted or not, in connection with the following:
- (1) Installation, maintenance, replacement, and repair of the articles to be furnished under this contract.
 - (2) Making any and all such drawings and reproductions thereof available to subsequent offerors and Contractors, where necessary, for fabricating and furnishing articles connected with or dependent upon information shown on the drawings and duplicating the drawings to be furnished hereunder.

The depositing of all such drawings with the Government shall constitute a license to the Government to use said drawings in the manner hereinabove stated.

- g. Mailing Addresses: The mailing addresses for the drawings and technical data to be furnished by the Contractor are (vendor has the choice of P.O. Box or Street address for each of the names below):

Post Office Box Address:

Street Address:

Reviewing Office Copies:

Western Area Power Administration or
ATTN: Max Morse A7910
P. O. Box 281213
Lakewood, CO 80228-8213

Western Area Power Administration
ATTN: Max Morse A7910
12155 W. Alameda Parkway
Lakewood, CO 80228-2802

E-mail address: amaxwell@wapa.gov

and to

Field Office Informational/Coordination Copies:

Western Area Power Administration or
ATTN: Mike Lazaro G5624
P.O. Box 6457
Phoenix, AZ 85005-6457

Western Area Power Administration
ATTN: Mike Lazaro G5624
615 S. 43rd Avenue
Phoenix, AZ 85009-5313

E-mail address: lazaro@wapa.gov

4. DELIVERY CONTACTS AND LOCATION:

Items shall be delivered and unloaded, all transportation and unloading charges prepaid by the contractor,

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

F.O.B. Destination within Consignee's Premises (see contract clause 52.247-35). As used in this contract/order, "F.O.B. Destination within Consignee's Premises" means any specific location within the substation yard or other location as directed by Western's on-site representative. Responsibility for risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon delivery and unloading of the supplies to the destination. However, if supplies are rejected due to failure to conform to the contract requirements, the risk of loss or damage remains with the Contractor until cure or acceptance.

- a. Contacts: The Contractor is to contact Mike Lazaro at 602-352-2637 (Fax no. 602-352-2630) [Backup contact is Chuck McEndree at 602-352-2790 (Fax no. 602-352-2727)], to verify the delivery site is ready for delivery, to refine the delivery destination directions, and to coordinate delivery at least seven days and again 24 hours prior to delivery. The Contractor shall provide the time of delivery, identify the shipper, and provide a telephone number for the shippers office. The delivery location is a construction site and pre-arrangements are required. Delivery and unloading shall be made and completed between 8:00 a.m. and 2:30 p.m. Monday through Thursday, excluding Government holidays. No one may be at the site that can receive the equipment without prior arrangements/notification. If the required arrangements/ notifications are not made, the Government may not be able to receive the equipment.

- b. Locations:

Equipment Items - Items 001 – 003: Empire Substation

Empire Substation is located within the zip code 85231 area. The successful Contractor shall contact the delivery contact person for detailed directions after award.

Drawings and Data Items, including seismic report: Per Table B of the Specifications

- c. All delivery, unloading, and/or assembly operations shall comply with OSHA 1926, Safety and Health Regulations for Construction. Hard hats shall be worn on all construction sites and storage areas. The representative designated to receive the equipment has the authority to stop all work, or portions of work, for noncompliance with the above safety and health requirements.
- d. Packing lists: The Contractor shall provide itemized packing lists that enumerate the specific contents of each shipping container with the equipment, as follows:

- (1) One copy to accompany shipment

- (2) One copy to each of:

Western Area Power Administration
ATTN: Max Morse A7910
P. O. Box 281213
Lakewood, CO 80228-8213

Western Area Power Administration
ATTN: Mike Lazaro G5000
P.O. Box 6457
Phoenix, AZ 85005-6547

Fax: 720-962-7400

Fax: 602-352-2630

- e. Material Safety Data Sheets (MSDS): The Contractor shall provide Material Safety Data Sheets (MSDS) for each paint, oil, epoxy, insulating medium, curing compound, and other hazardous materials. When shipping the above hazardous materials, the Contractor shall properly label each package with the following information:

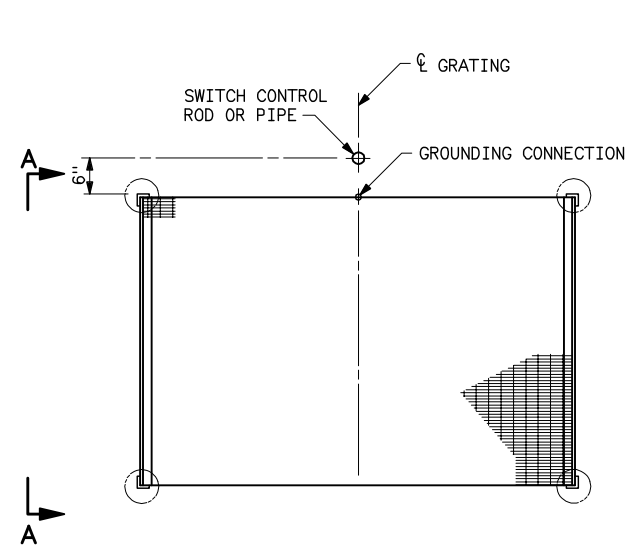
- (1) Name: Common name that matches the name on the MSDS supplied with the material.
- (2) Identification: Complete identification of any hazardous chemicals or materials.
- (3) Warnings: Appropriate hazardous warnings.
- (4) Address: Name and address of the chemical manufacturer, importer, or other responsible party.

DISCONNECT SWITCHES FOR EMPIRE SUBSTATION - STAGE 01

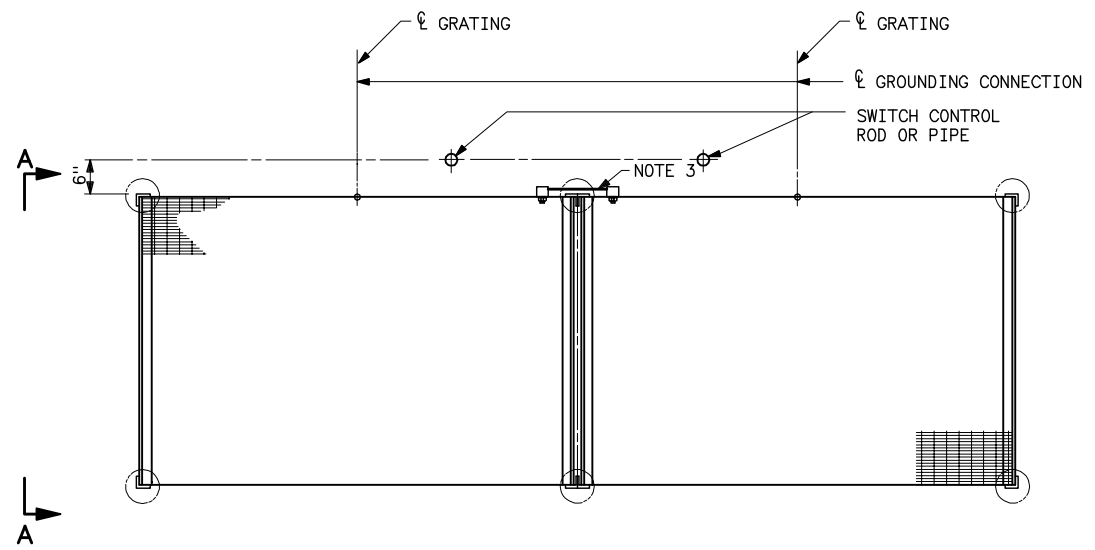
5. **WARRANTY:** The switches shall be warranted to be free of defect in workmanship and material for at least five years from the date of delivery, the no-later-than date of delivery, or the manufacturer's warranty period, whichever is longer. The terms and conditions of the manufacturer's warranty shall be described in detail in the proposal/offer, in the post-award documentation, and in the final documentation. See Contract Clause 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS, subparagraph (o) and addendum.
6. **DRAWINGS:** The following drawings are referenced in these specifications.
 - 31 1075 - Switch Operating and Equipment Platforms - Electrical Design and Details
 - 31 1077 - Ground Cable on Tubular Steel Structures - Support Details
 - 31 1500 - Grounding Plans - Typical Components
7. **ACCEPTANCE:** Acceptance of all work and effort under this contract (including Reporting Requirements, if any) shall be accomplished by the Contracting Officer, or any duly designated representative. The Government requires sixty (60) calendar days from date of receipt at the delivery locations to perform final acceptance of delivered units.

*****Last page of the Technical Specifications*****8/17/06

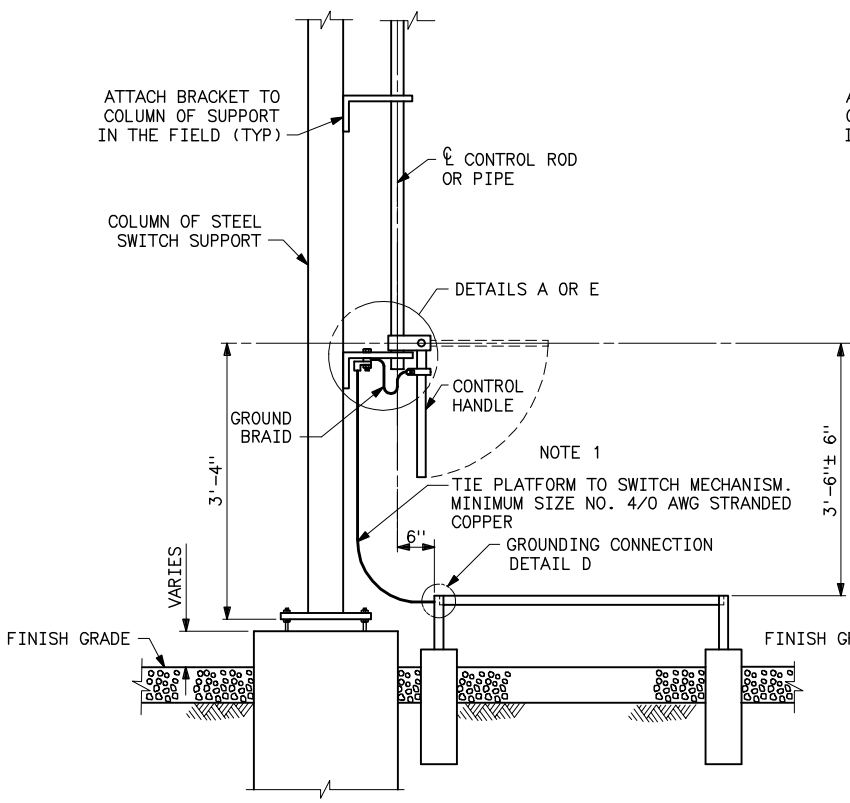
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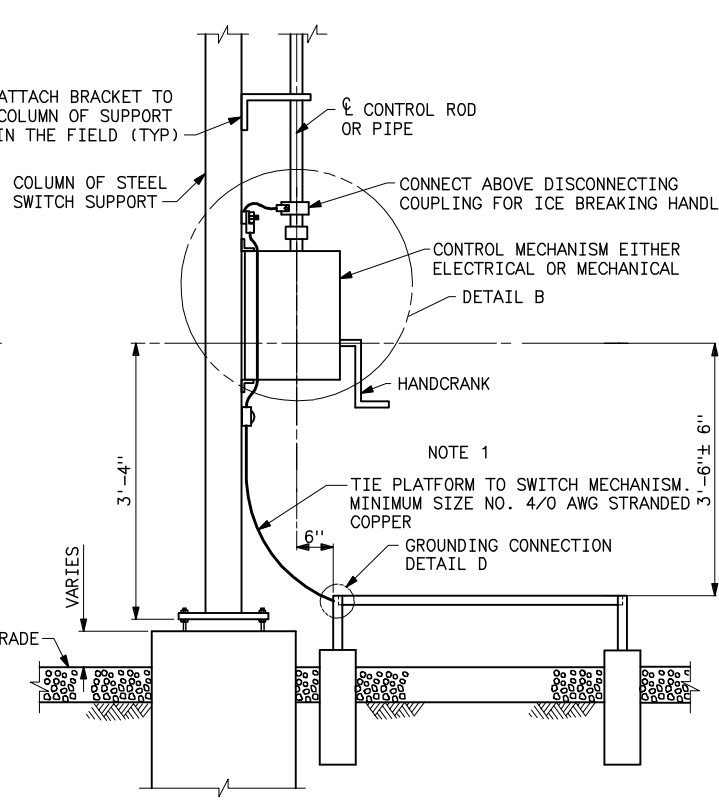
PLAN
SINGLE PLATFORM INSTALLATION



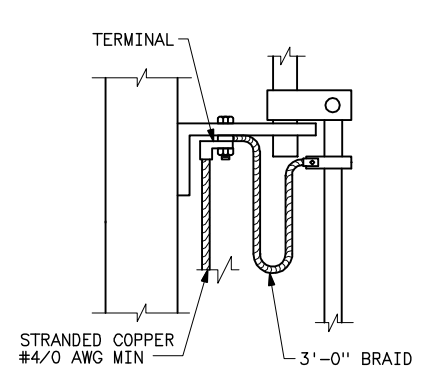
PLAN
DOUBLE PLATFORM INSTALLATION



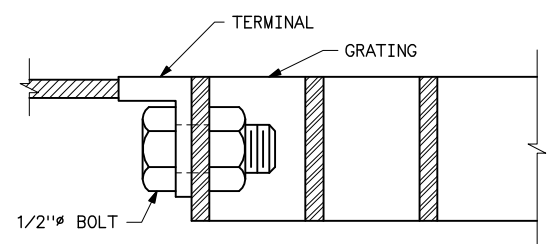
ELEVATION A-A
(FOR SWITCH WITH HANDLE)



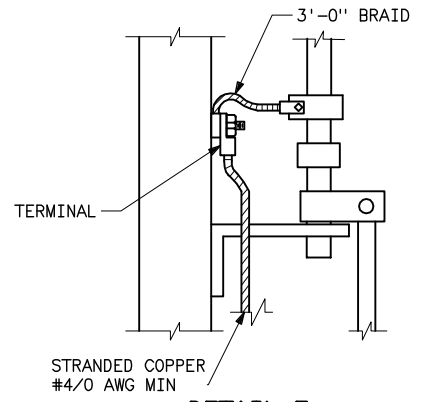
ELEVATION A-A
(FOR SWITCH WITH HANDCRANK)



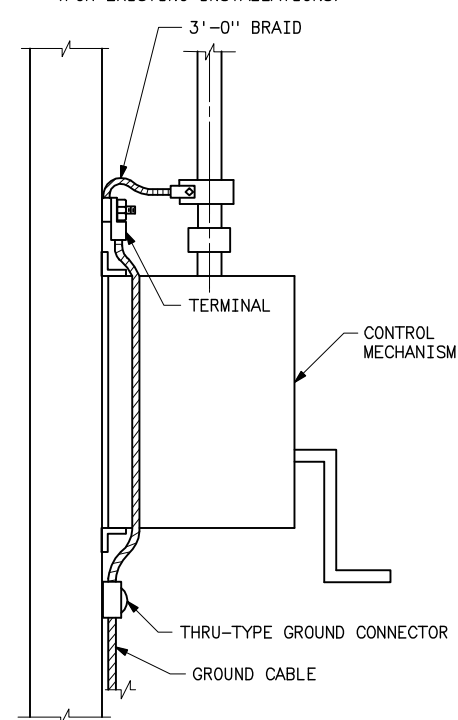
DETAIL A
(FOR EXISTING INSTALLATIONS)



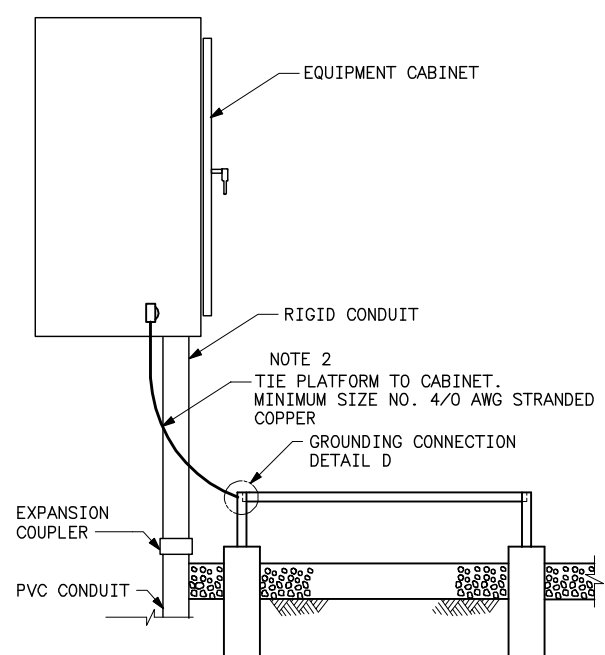
DETAIL D
GROUNDING CONNECTION



DETAIL E
(FOR NEW INSTALLATIONS)



DETAIL B



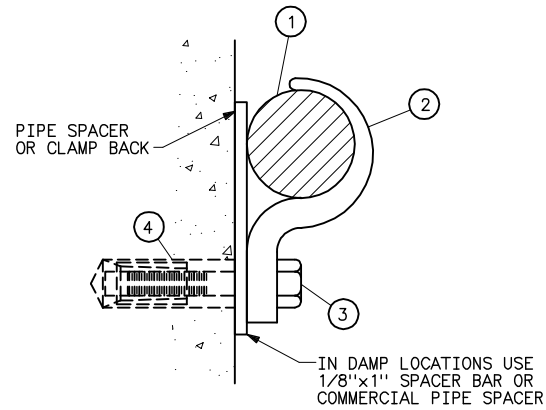
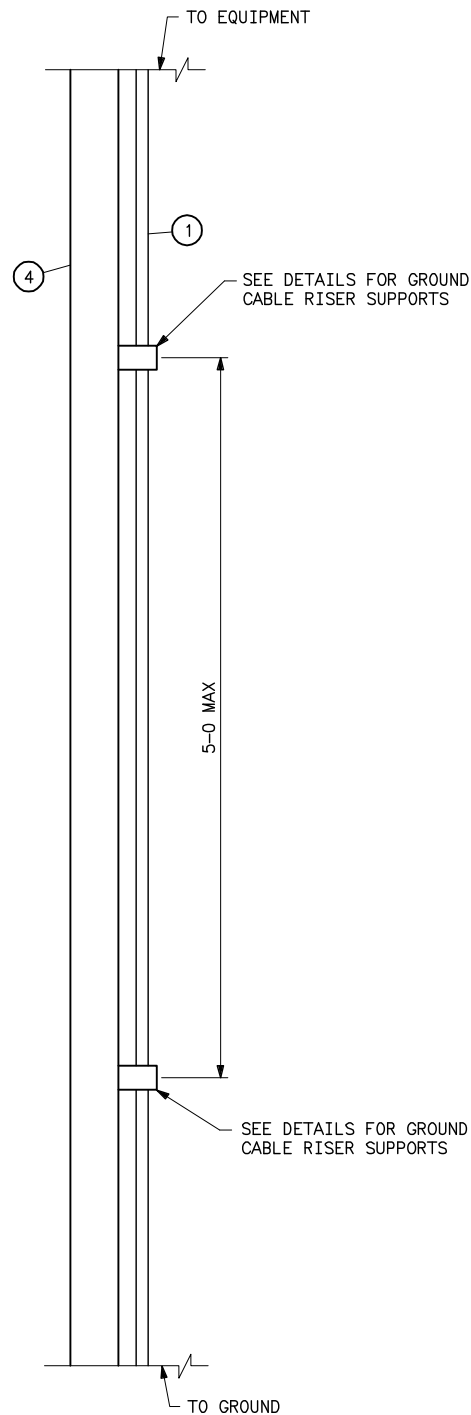
DETAIL C
EQUIPMENT CABINET PLATFORM

- NOTES**
- DO NOT CONNECT OPERATING PLATFORM DIRECTLY TO GROUND MAT.
 - DO NOT CONNECT EQUIPMENT PLATFORM DIRECTLY TO GROUND MAT.
 - USE 4/0 AWG STRANDED COPPER CABLE TO BOND THE TWO PLATFORMS TOGETHER.

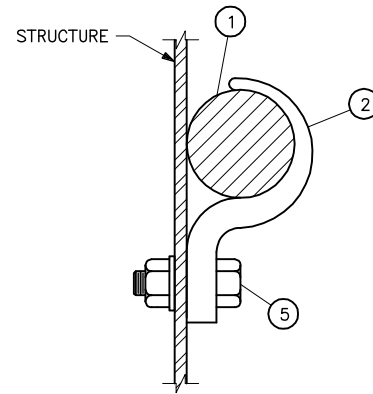
REFERENCE DRAWING
SWITCH OPERATING PLATFORMS - STEEL DESIGN AND DETAILS _____ 31 2014

G	11-22-05 A7-RC	ADDED DETAIL E
F	7-15-03 A7-RC	REVISED TITLE BLOCK ONLY.
E	11-12-99 A3-OP	ADDED BONDING FOR DOUBLE PLATFORMS
D	6-25-99 A3-RMC	ADDED FIXED DIMENSION FOR LOCATING SWITCH OPERATING HANDLE OR HANDCRANK.
C	2-8-99 A3-RMC	ADDED EQUIPMENT PLATFORM GROUNDING DETAIL D.
SUPERSEDES DWG NO. 40-D-4874		
UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO		
SUBSTATION STANDARDS SWITCH OPERATING AND EQUIPMENT PLATFORMS ELECTRICAL DESIGN AND DETAILS		
DESIGNED W.L. SOPER _____ APPROVED DON WARNER _____ FOR DIRECTOR, DIVISION OF SUBSTATION DESIGN		
C.A.E.	MAY 18, 1979	31 1075

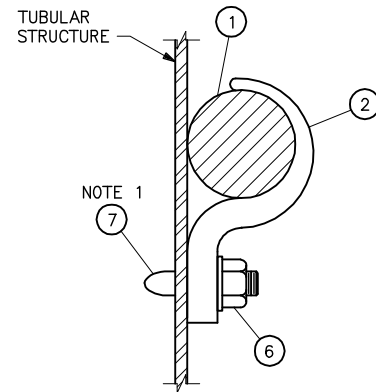
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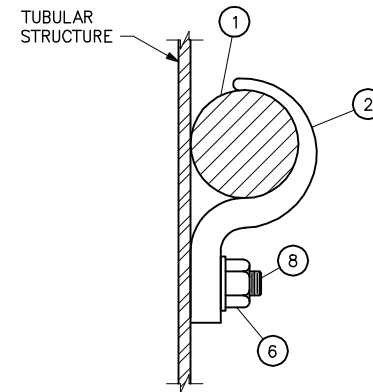
CABLE CLAMPING ON
CONCRETE SURFACE
DETAIL A



CABLE CLAMPING ON
METALLIC STRUCTURE
(BOTH SIDES ACCESSIBLE)
DETAIL B



DETAIL C
CABLE CLAMPING ON
TUBULAR STEEL STRUCTURE



DETAIL D

REFERENCE MATERIALS

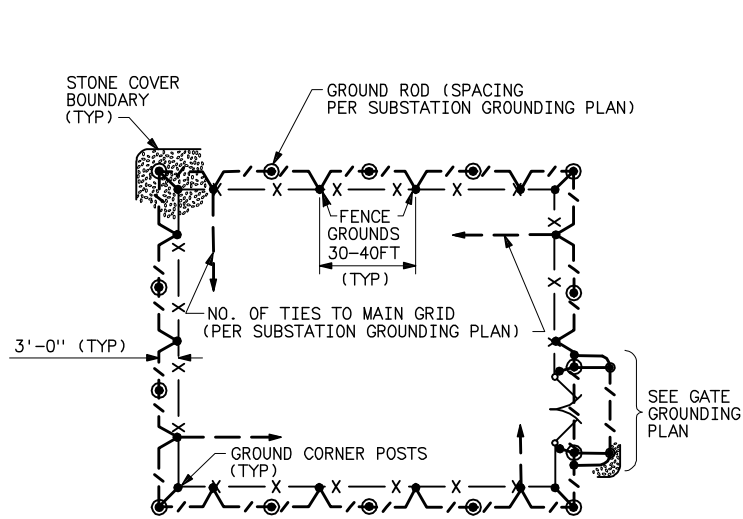
ITEM NO.	DESCRIPTION
1	COPPER GROUNDING CABLE
2	GROUND CONNECTOR (BURNDY TYPE GBM)
3	MACHINE SCREW AND LOCKWASHER
4	EXPANSION ANCHOR
5	MACHINE BOLT, NUT AND LOCKWASHER
6	MACHINE NUT AND LOCKWASHER, GALV STEEL
7	POWDER DRIVEN THREADED STUD (3/8 INCH DIA)
8	STUD BOLT, 1/2 INCH DIAMETER x LENGTH AS REQUIRED, END FLUX WELDED TO STRUCTURE

NOTES

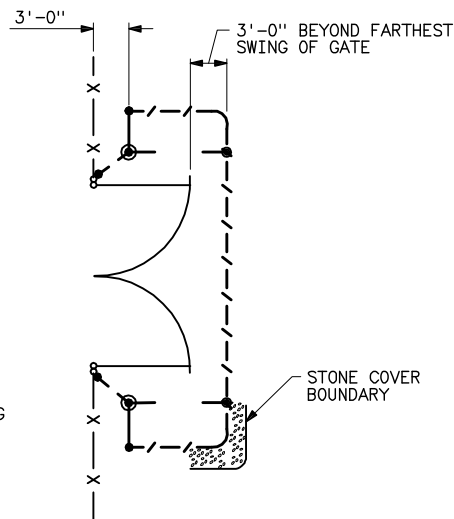
1. THE 3/8 INCH STUD SHALL BE DRIVEN INTO THE TUBULAR STEEL STRUCTURE WITH A POWDER ACTUATED FASTENING TOOL EQUAL TO THAT MANUFACTURED BY RAMSET FASTENING SYSTEM.

C	7-15-03 A7-RC	REVISED TITLE BLOCK ONLY.
B	5-14-99 A3-OP	REDRAWN.
SUPERSEDES DWG NO. 40-D-6309		
UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO		
SUBSTATION STANDARD GROUND CABLE ON TUBULAR STEEL STRUCTURES SUPPORT DETAILS		
DESIGNED BUREC _____ APPROVED ROSS M. CLARK ELECTRICAL ENGINEERING MANAGER		
C A-E	JULY 16, 1979	31 1077

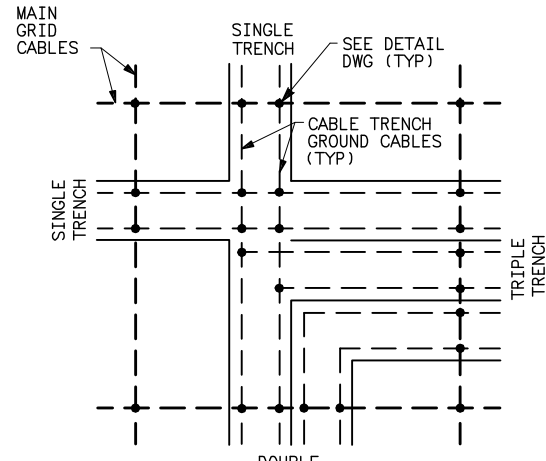
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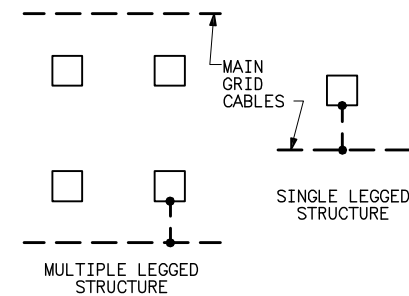
FENCE
GROUNDING PLAN



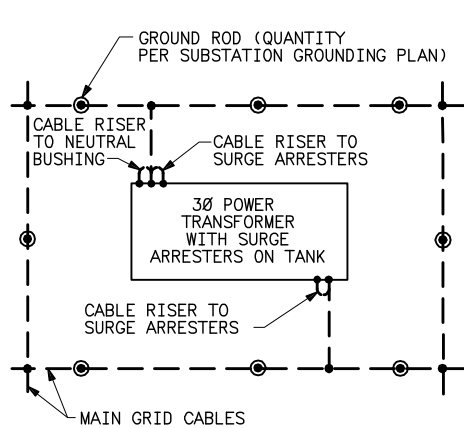
FENCE GATE
GROUNDING PLAN



CABLE TRENCH
GROUNDING PLAN



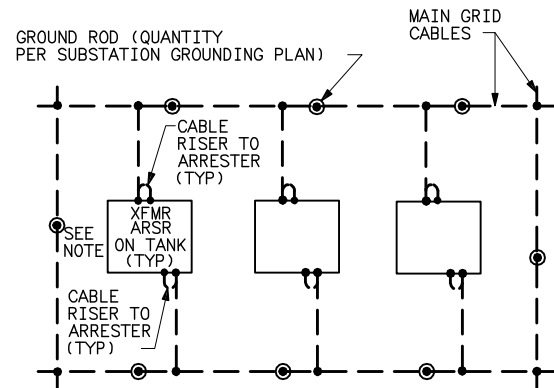
STRUCTURE
GROUNDING PLAN



3-PHASE POWER TRANSFORMER
GROUNDING PLAN

NOTE

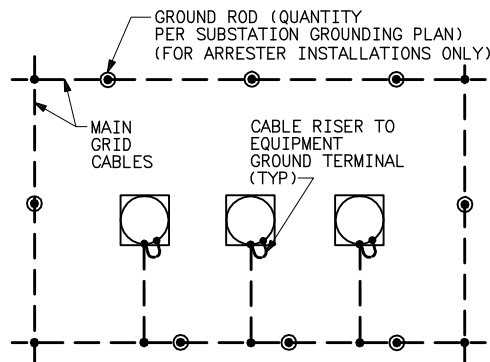
1. SIMILAR FOR 3 PH SHUNT REACTOR



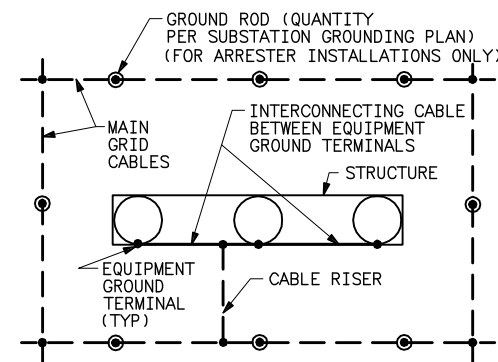
3 SINGLE-PHASE POWER TRANSFORMERS
GROUNDING PLAN

NOTES

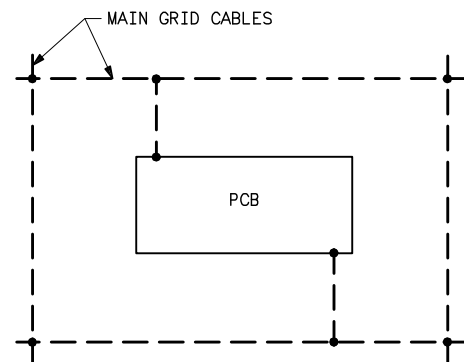
1. SEE PROJECT DRAWINGS FOR NEUTRAL BUSHING GROUNDING.
2. SIMILAR FOR 1 PH SHUNT REACTORS



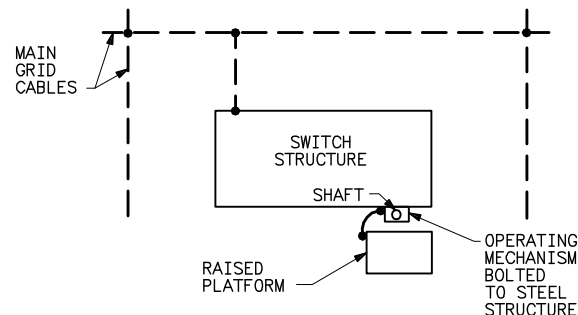
SEPARATELY MOUNTED INSTRUMENT
TRANSFORMERS AND SURGE ARRESTERS
GROUNDING PLAN



STRUCTURE MOUNTED INSTRUMENT
TRANSFORMERS AND SURGE ARRESTERS
GROUNDING PLAN



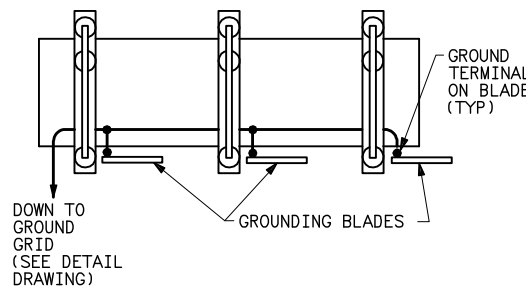
POWER CIRCUIT BREAKER
GROUNDING PLAN



AIR SWITCH OPERATING PLATFORM
GROUNDING PLAN

NOTE:

DO NOT GROUND PLATFORM DIRECTLY TO GROUND GRID.



AIR SWITCH GROUNDING BLADE
GROUNDING PLAN

EXPLANATION

- COPPER GROUND CABLE (BURIED)
- COPPER-CLAD STEEL GROUND CABLE (BURIED)
- COPPER GROUND CABLE (EXPOSED)
- COPPER GROUND CABLE (IN TRENCH)
- X- FENCE
- GROUND ROD
- ELECTRICAL GROUNDING CONNECTION
- GROUND CABLE RISER

NOTES

1. ALL GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH THE SUBSTATION WORKING DRAWINGS, THE STANDARD SUBSTATION GROUNDING DRAWINGS AND THE STANDARD INSTALLATION SPECIFICATION SECTION ON GROUNDING.
2. WHEN TWO OR MORE CABLE TRENCHES ARE LOCATED ADJACENT TO EACH OTHER, EACH TRENCH SHALL BE GROUNDED IN ACCORDANCE WITH THE INSTRUCTIONS AND THE DETAILS SHOWN FOR A SINGLE TRENCH. THE NO. 6 AWG COPPER CABLES FOR TRENCH COVER GROUNDING SHALL BE INSTALLED WITH ENOUGH SLACK TO ALLOW THE COVERS TO BE REMOVED AND PLACED FLAT WITHOUT INTERFERING WITH OTHER STRUCTURES.
3. NO. 4/0 AWG MINIMUM SIZE COPPER GROUND CABLES SHALL BE RUN DIRECTLY FROM THE GROUND GRID TO THE GROUND BLADES OF AIR SWITCHES.
4. PLACE GROUND RODS AT 20-0 INTERVALS (MAXIMUM).

A	7-15-03 A7-RC	REVISED TITLE BLOCK ONLY.	
	UNITED STATES DEPARTMENT OF ENERGY WESTERN AREA POWER ADMINISTRATION CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO		
SUBSTATION STANDARDS GROUNDING PLANS TYPICAL COMPONENTS			
DESIGNED O. PERKINS _____ APPROVED ROSS M. CLARK _____ ELECTRICAL ENGINEERING MANAGER			
C _A -	MAY 14, 1999	31	1500

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2006)

(a) "North American Industry Classification System (NAICS) code and small business size standard." The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) "Submission of offers." Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) "Period for acceptance of offers." The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) "Product samples." When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) "Multiple offers." Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) "Late submissions, modifications, revisions, and withdrawals of offers."

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) "Contract award (not applicable to Invitation for Bids)." The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) "Multiple awards." The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) "Availability of requirements documents cited in the solicitation."

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by:

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) "Data Universal Numbering System (DUNS) Number." (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) "Central Contractor Registration." Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
- (l) "Debriefing." If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Technical specification compliance, delivery schedule, price and past performance.**

Technical specification compliance and delivery schedule when combined are slightly more important when compared to price and past performance.

(b) "Options." The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the

offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) "Definitions." As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) "Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)." (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) "Taxpayer Identification Number (TIN)."
/_/ TIN: _____.
/_/ TIN has been applied for.
/_/ TIN is not required because:
/_/ Offeror is a nonresident alien, foreign corporation,
or foreign partnership that does not have income
effectively connected with the conduct of a trade or
business in the United States and does not have an
office or place of business or a fiscal paying agent
in the United States;
/_/ Offeror is an agency or instrumentality of a foreign
government;
/_/ Offeror is an agency or instrumentality of the Federal
Government.
- (4) "Type of organization."
/_/ Sole proprietorship;
/_/ Partnership;
/_/ Corporate entity (not tax-exempt);
/_/ Corporate entity (tax-exempt);
/_/ Government entity (Federal, State, or local);
/_/ Foreign government;
/_/ International organization per 26 CFR 1.6049-4;
/_/ Other _____.
- (5) "Common parent."
/_/ Offeror is not owned or controlled by a common parent;
/_/ Name and TIN of common parent:
Name _____.
TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) "Small business concern." The offeror represents as part of its offer that it o is, o is not a small business concern.
- (2) "Veteran-owned small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it /_/ is, /_/ is not a veteran-owned small business concern.
- (3) "Service-disabled veteran-owned small business concern." [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it /_/ is, /_/ is not a service-disabled veteran-owned small business concern.
- (4) "Small disadvantaged business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it /_/ is, /_/ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) "Women-owned small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it /_/ is, /_/ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) "Women-owned business concern (other than small business concern)." [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) "Tie bid priority for labor surplus area concerns." If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it /_/ is, /_/ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) "General." The offeror represents that either--

(A) It /_/ is, /_/ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It /_/ has, /_/ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) /_/ "Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) "HUBZone small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership

and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) "Representations required to implement provisions of Executive Order 11246"--

(1) Previous contracts and compliance. The offeror represents that--

(i) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It /_/ has, /_/ has not filed all required compliance reports.

(2) "Affirmative Action Compliance." The offeror represents that--

(i) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) "Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)." (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) "Buy American Act Certificate." (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate." (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement Country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FREE TRADE AGREEMENT COUNTRY END PRODUCTS (OTHER THAN MOROCCAN END PRODUCTS) OR ISRAELI END PRODUCTS:

Line item No.	Country of origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I." If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
<hr/>
<hr/>
<hr/>

[List as necessary]

(3) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II." If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) "Trade Agreements Certificate." (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products. Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) "Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)." (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) /_/ Are, /_/ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) /_/ Have, /_/ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) /_/ Are, /_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for "Listed End Products (Executive Order 13126)." [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) "Listed end products."

Line End Product	Listed Countries of Origin

(2) "Certification." [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.] [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was

used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs /_____. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]